



Perry Fiberglass Products, Inc.

LEADERS IN THE DESIGN AND MANUFACTURING OF DUCTWORK, CARBON
ADSORBERS, SCRUBBERS, FANS, PIPING, TANKS, & COMPONENTS

www.PerryFiberglass.com

5415 Village Drive • Rockledge, FL 32955

PHONE: 321-609-9036

FAX: 321-609-9003

QUOTE TRANSMITTAL

TO: State of West Virginia

DATE: 10/11/16

ATTN: Misty Delong

PH: 304-558-8802

EMAIL: misty.m.delong@wv.gov

FAX:

SUBJECT: Brine Storage Tanks

Perry Fiberglass Products, Inc. is pleased to quote on your requirements for one fiberglass tank as follows:

Includes:

- 12'0"Ø x 12'0" Side Shell Fiberglass Tank
- Flat Bottom
- Dished Top
- (1) 24"Ø Manway with Cover, Nuts, Bolts and Gaskets
- (2) 2"Ø 150# Flanges
- (1) 4"Ø "J" Vent
- (1) 2"Ø Quick Disconnect coupling for hose connection
- (2) Lifting Lugs
- (8) Hold down lugs
- (3) Guy Wire Clips
- (1) Data Information Plaque
- (1) Liquid site gauge, clear with gallonage strip and wind guard
- (2) CPVC Shut off valves at liquid level gauge connections
- Coordination Drawings
- Installation Instructions
- In house structural calculations
- Freight to WV location

Excludes:

- Ladders, platforms
- External and internal piping, gaskets, nuts, bolts
- Insulation
- Pumps
- Sensors
- Anchor Bolts
- Installation
- Field Testing
- PE Stamped Calculations

Tank Construction is in accordance with ASTM D-3299 for a filament wound tank with a 10 mil "C" Veil liner followed by a 100 mil thick corrosion barrier using an Isophthalic resin, MEKP cure. Balance of tank wall filament wound to required thickness using an Isophthalic resin, MEKP cure, with corrosion barrier and white UV resistant protective gel coat.


Tank designed as a brine storage tank, 1.30 specific gravity, ambient temperature, atmospheric pressure, 90 mph wind loading, seismic zone B, and outdoor storage.

Total per (1) Tank = \$18,800 Delivered to: WV

This quote is valid for 30 days.

Terms: To be determined prior to fabrication. Please contact Perry Fiberglass Products, Inc. in advance of issuing a Purchase Order. Outstanding balances not paid within agreed upon terms may be subject to a monthly finance charge of 1.5% which is an annual percentage rate of 18%.

Thank you,
Perry Fiberglass Products, Inc.

By: 
Ron Pulliam - Ron@perryfiberglass.com

10/13/16 09:38:01
Purchasing Division

See attached forms

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form of business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Perry Fiberglass Products, Inc.

Authorized Signature: Arnold L. Gulliam Date: 10-11-2016

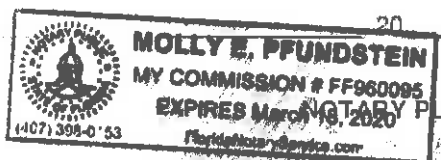
State of FLORIDA

County of BREVARD to-wit:

Taken, subscribed, and sworn to before me this 11th day of OCTOBER, 2016.

My Commission expires

AFFIX SEAL HERE



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NOTARY PUBLIC

Molly E. Pfundstein

Purchasing Affidavit (Revised 08/01/2015)

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code, §5A-3-37**. (Does not apply to construction contracts). **West Virginia Code, §5A-3-37**, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- ☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- ☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
- ☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
- ☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

- ☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

- ☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

4. Application is made for 5% vendor preference for the reason checked:

- ☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- ☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- ☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with **West Virginia Code §5A-3-59** and **West Virginia Code of State Rules**.

- ☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information claimed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Perry Fiberglass Products Signed: Arnold L. Perry

Date: 10-11-16 Title: Sales Manager

Check any combination of preference considerations included above, which you are entitled to receive.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Ron Pulliam Sales Manager
(Name, Title)
Ron Pulliam Sales Manager
(Printed Name and Title)
5415 Village Dr. Rockledge, FL 32955
(Address)
321-609-9036 / 321-609-9003
(Phone Number) / (Fax Number)
ron@PerryFiberglass.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Same as above
(Company)

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT1700000012

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Perry Fiberglass Products Inc.
Company


Authorized Signature

10-11-16
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
27 — Miscellaneous

Proc Folder: 236486

Doc Description: Addendum 3 BRINE STORAGE TANKS - FIBERGLASS

Proc Type: Central Master Agreement

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2016-10-07 | 2016-10-13 13:30:00 | CRFQ 0803 DOT1700000012 | 4 |

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

Vendor Name, Address and Telephone Number:

Perry Fiberglass Products Inc.
5415 Village Dr.
Rockledge, Fl. 32955
321-609-9036

FOR INFORMATION CONTACT THE BUYER

Misty DeLong
(304) 558-8802
misty.m.delong@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum ~~2~~ 3

1. Extend technical question deadline to October 5, 2016. Questions must be submitted in writing to Misty Delong - Misty.M.Delong@wv.gov or fax: 304-558-4115.
2. Extend bid opening date to October 13, 2016 at 1:30 PM, EST.

No other changes made.

Addendum 1 - To respond to technical questions.
No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract to provide Vertical Fiberglass Brine Storage Tanks for use at locations throughout the State of West Virginia by the West Virginia Division of Highways.

| INVOICE TO | | SHIP TO | |
|---|---------|---|----------|
| VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER | | STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER | |
| No City | WV99999 | No City | WV 99999 |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-------------------------------------|---------|------------|----------------------------|----------------------------|
| 1 | BRINE STORAGE TANKS - FIBERGLASS | 1.00000 | EA | 18,000 18,800 - | 18,000 18,800 - |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------------------------|---------------|-----------------|
| 25102001 | Perry Fiberglass Products Inc. | Brine Tank | Perry 12' 10000 |

Extended Description :

BRINE STORAGE TANKS - FIBERGLASS
2,500 GALLON TANK WITH CONNECTIONS
8' DIAMETER BY 8' SIDEWALL HEIGHT

| INVOICE TO | | SHIP TO | |
|---|---------|---|----------|
| VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER | | STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER | |
| No City | WV99999 | No City | WV 99999 |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-------------------------------------|---------|------------|----------------------------|----------------------------|
| 2 | BRINE STORAGE TANKS - FIBERGLASS | 1.00000 | EA | 18,800 18,800 - | 18,800 18,800 - |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------------------------|---------------|-----------------|
| 25102001 | Perry Fiberglass Products Inc. | Brine Tank | Perry 12' 10000 |

Extended Description :

BRINE STORAGE TANKS - FIBERGLASS
6,100 GALLON TANK WITH CONNECTIONS
10' DIAMETER BY 10'-6" SIDEWALL HEIGHT

| | | | |
|----------------------|--------------------------------|---|------------------------------|
| DOT1700000012 | Document Phase Final | Document Description Addendum 2 BRINE STORAGE TANKS - FIBERGLASS | Page 4 of 4 |
|----------------------|--------------------------------|---|------------------------------|

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION
Vertical Fiberglass Brine Storage Tanks

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract to provide Vertical Fiberglass Brine Storage Tanks for use at locations throughout the State of West Virginia by the West Virginia Division of Highways.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3.1.1.
 - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **"WVDOH"** used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 **"ASTM"** used throughout this Solicitation means the American Society for Testing and Materials. Reference www.astm.org.
 - 2.6 **"ASME"** used throughout this Solicitation means the American Society of Mechanical Engineers. Reference www.asme.org.
 - 2.7 **"API"** used throughout this Solicitation means the American Petroleum Institute. Reference www.api.org.
 - 2.8 **"ISO"** used throughout this Solicitation means the International Organization for Standards. Reference www.iso.org.
 - 2.9 **"Contractor" or "Vendor"** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.

REQUEST FOR QUOTATION
Vertical Fiberglass Brine Storage Tanks

- 2.10 "Standard Specs"** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as modified by all subsequent annual Supplemental Specifications.

A copy of these Standard Specs may be obtained from:
West Virginia Division of Highways
Contract Administration
Building 5, Room 722
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305
(Phone) 304-558-2885

<http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandardSpec/Pages/default.aspx>

3. GENERAL REQUIREMENTS:

- 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

Vendors shall provide vertical KBK Industries brand or "equal to" items. "Equal to" items must meet or exceed the specifications listed below. If Vendor is providing "equal to" items, the Vendor ~~shall~~ provide documentation such as brochures, equipment specifications and drawings with their bid. The WVDOH shall determine equivalency as an approved substitute based upon the Vendor's documentation as compared to the requirements listed below:

3.1.1 Contract Items – Vertical Fiberglass Brine Storage Tanks

- 3.1.1.1** 2,500 Gallon Vertical Fiberglass Brine Storage Tank, 8' diameter by 8' sidewall height complete with connections as outlined in Section 3.1.5.

12' x 12' tall
φ

- 3.1.1.2** 6,100 Gallon Vertical Fiberglass Brine Storage Tank, 10' diameter by 10'-6" sidewall height complete with connections as outlined in Section 3.1.5.

- 3.1.1.3** 10,000 Gallon Vertical Fiberglass Brine Storage Tank, 12' diameter by 12' sidewall height "or equal to" complete with connections as outlined in Section 3.1.5.

- 3.1.2** All tank sizes shall meet the requested diameter and sidewall height. Tanks may replace current tanks already in use. New tanks must occupy

REQUEST FOR QUOTATION
Vertical Fiberglass Brine Storage Tanks

the same footprint, height and fittings. It is critical that tanks have the same dimensions and identical plumbing fittings as those tanks replaced. Proposed tank sizes greater than or less than the requested sizes will be disqualified.

3.1.3 Fiberglass tanks shall meet or exceed the following specifications:

ASTM D3299 -- Standard
ASTM D4097 -- Standard
ASME RTP-1 -- Code
ASME X -- Code
API-12P -- Code
ISO 9001-2008 Certified
Design should be that of a 10:1 Safety Factor

3.1.4 Fiberglass tanks shall meet or exceed the following product specifications:

- Tanks shall be in new condition and unused.
- Tanks shall be manufactured to have an exterior corrosion layer and an interior corrosion layer to support the storing of Salt Brine.
- Flanges must be installed with conical gussets and have standard 150# bolt pattern sealed on both internal and external portion of the sidewall. Reinforcements around cutouts shall be applied in accordance with ASTM D4097 and D3299. Bulkhead flanges are NOT acceptable.
- 24" bolted manways shall be equipped with stainless steel nuts bolts and washers.
- A sight gauge with wind guard and gallon strip shall be installed on the outside of the tank. The tubing shall be 1" clear vinyl, no other type of tubing is acceptable. The sight gauge shall be equipped with stainless steel plumbing to allow the bottom outlet to be closed in the case of replacing the tubing.
- Tanks shall be coated on the exterior with a UV protective gel coat.
- Tanks shall be properly vented with J-Style vents or "equal to" vents equipped with SS screens or "equal to" screens.
- Tanks shall have stainless steel lifting eyes for offloading/setting of the tanks.
- Tanks shall be equipped with a minimum of three stainless steel brackets for a guy-wire anchoring system. WVDON shall supply all guy wire anchoring cable/clamps/etc.
- Tanks shall be equipped with a minimum of four stainless steel brackets installed near the bottom of the tank for the purpose of

REQUEST FOR QUOTATION
Vertical Fiberglass Brine Storage Tanks

anchor bolting the tank to the concrete pad. WVDOH shall supply all anchoring bolts and hardware.

3.1.5 Connections for brine storage tank – The Fiberglass Brine Storage Tank shall be filled and emptied utilizing the connections as shown on “Figure 1 – Brine Tank Connection diagram”.

3.1.6 The awarded Vendor shall provide a detailed drawing of each size tank to the WVDOH Maintenance Division Engineer within two weeks of the receipt of the contract/agreement. The WVDOH Maintenance Division Engineer shall approve the detailed drawings before any delivery order is filled.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor shall complete the Pricing Page by providing a Unit Cost per each Contract Item. Vendor shall complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. Vendors must provide pricing for each item.

Pricing shall be considered for delivery, F.O.B. to any location within the state of West Virginia. Actual location for delivery will be provided on the Delivery Order upon the need by any WVDOH District.

The Pricing Pages contain a list of the Contract Items with no guarantee that any contract item will be purchased throughout the life of this Contract. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: misty.g.delong@wv.gov.

5. ORDERING AND PAYMENT:

REQUEST FOR QUOTATION
Vertical Fiberglass Brine Storage Tanks

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within forty-five (45) working days after orders are received. Vendor shall deliver emergency orders within the accepted alternative timeframe as agreed upon by the WVDOH and the Vendor after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit

REQUEST FOR QUOTATION
Vertical Fiberglass Brine Storage Tanks

the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2** Failure to comply with other specifications and requirements contained herein.
 - 7.1.3** Failure to comply with any laws, rules and ordinances applicable to the contract Services provided under this Contract.
 - 7.1.4** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default.
- 7.2.1** Immediate cancellation of the Contract.
 - 7.2.2** Immediate cancellation of one or more delivery orders issued under this Contract.
 - 7.2.3** Any other remedies available in law or equity.

8. MISCELLANEOUS:

REQUEST FOR QUOTATION
Vertical Fiberglass Brine Storage Tanks

- 8.1 **No Substitutions:** The Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 **Contract Manager:** During its performance of this Contract, the Vendor must designate and maintain a primary contract manager responsible for overseeing the Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. The Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

**WEST VIRGINIA DIVISION OF HIGHWAYS
MAINTENANCE DIVISION**

Unit: BUILDINGS & GROUND
 Project: BRINE TANK CONTRACT
 Subject: CONNECTION DIAGRAM
 Prepared by: NLF Date: 12/18/13
 Checked by: _____ Date: _____

1 of 1

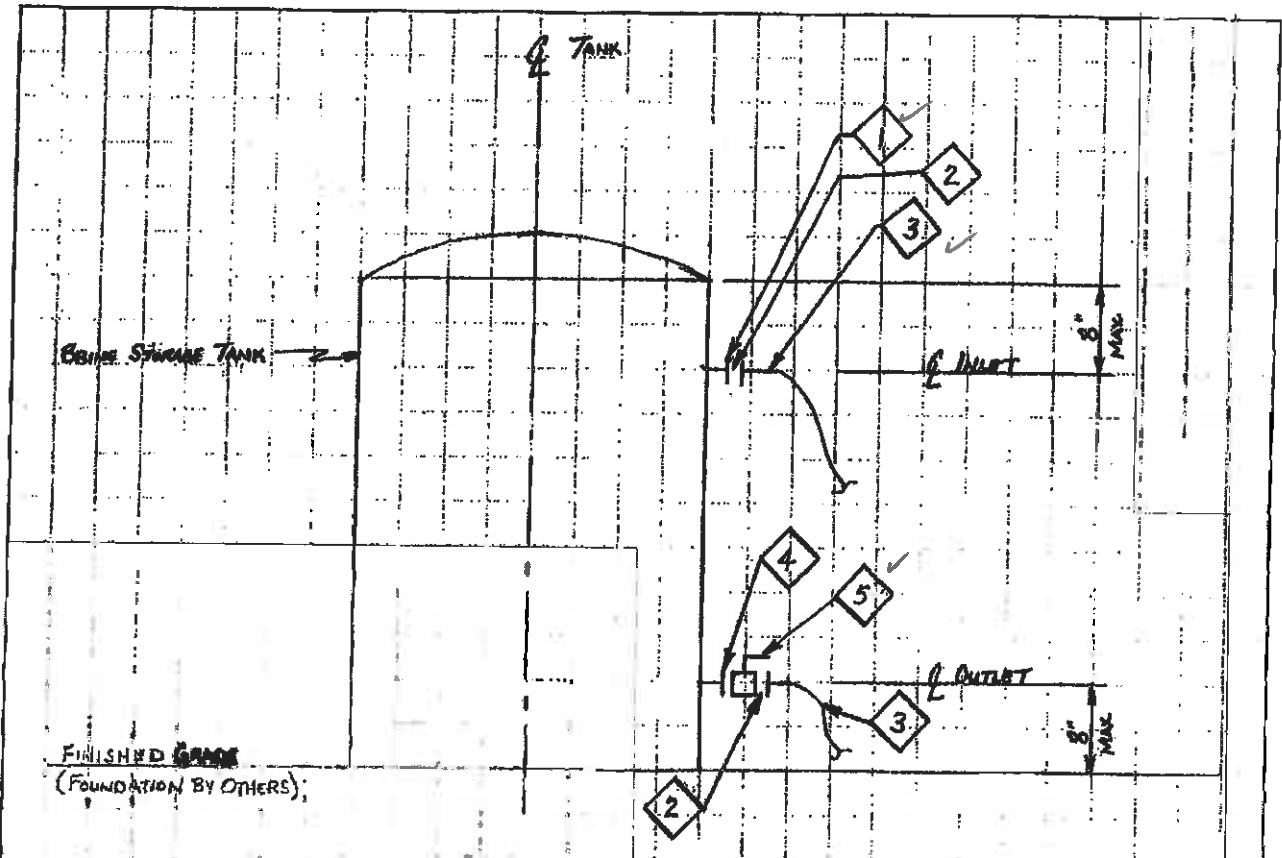


FIGURE 1 - BRINE TANK CONNECTIONS DIAGRAM
NOT TO SCALE

| ITEM# | DESCRIPTION |
|-------|--|
| 1. ✓ | 2" DIA. INLET CONNECTION |
| 2. ✓ | MECHANICAL CONNECTOR |
| 3. ✓ | 20 FT LONG, 2" DIA., 100 PSI FLEXIBLE HOSE W/ 2" DIA. POLYPROPYLENE QUICK CONNECT ATTACHED |
| 4. ✓ | 2" DIA. OUTLET CONNECTION |
| 5. ✓ | 2" DIA. SHUT-OFF VALVE |

NOTES:

- CONNECTIONS AND HARDWARE TO BE
PAINTED FOR CHEMICAL USE ENVIRONMENTS.
- TANK ACCESS PER MANUFACTURER'S
REQUIREMENTS. NOT SHOWN FOR CLARITY.
- TANK SIZE AS SCHEDULED.